

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

In re:

WAREHOUSE 86, LLC**Debtor**

CASE NO. 08-03423-EE
Chapter 11

**ORDER REJECTING LEASE AGREEMENT,
LIFTING THE AUTOMATIC STAY AND ABANDONING PROPERTY
(TO THE EXTENT PROPERTY IS PROPERTY OF THE ESTATE)
[Dkt. ## 130, 133]**

This day, this case came on for hearing on the *Motion of Fifth Third Bank to Compel Acceptance or Rejection of a Lease Agreement and to Lift Automatic Stay* (Dkt. # 130 (the “Motion”) and the *Response* (Dkt. # 133) of Warehouse 86, LLC , the Debtor and debtor-in-possession herein (the “Debtor”), and it appears that the interested parties have resolved this motion and the response and have consented to the entry of this Order.

IT IS, THEREFORE, ORDERED that the lease agreement (the “Lease”) executed by the debtor, covering one (1) 2005 Cadillac XLR (VIN: 1G6YV34A255600539) (the “Vehicle”), to the extent that the lease agreement is property of the estate, be and is hereby rejected.

IT IS FURTHER ORDERED that the automatic stay imposed by 11 U.S.C. §362, to the extent that the lease agreement is property of the estate, be, and is hereby, lifted as to Fifth Third Bank and as to the Vehicle, and the Vehicle, to the extent that it is property of the estate, is abandoned from this bankruptcy estate.

IT IS FURTHER ORDERED that the automatic stay relief granted in this order is effective immediately, and this order is excepted from the stay provisions of Bankruptcy Rule 4001(a)(3).

IT IS FURTHER ORDERED that because this Vehicle was surrendered to the Bank's agent, prior to the expiration of the Lease and prior to the date the Vehicle was required to be surrendered, and prior to the filing of the Bankruptcy Case and because all charges related to the Lease have been paid prior to the Petition Date, Fifth Third Bank shall withdraw its the proof of claim filed herein in the amount of \$36,931.50 (Claim # 10), or in the alternative, that such proof of claim is hereby disallowed.


SO ORDERED

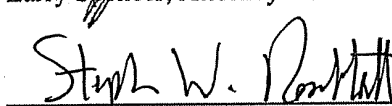


Edward Ellington
United States Bankruptcy Judge

Dated: June 25, 2009

APPROVED FOR ENTRY:



Larry Spencer, Attorney for Fifth Third Bank

Stephen W. Rosenblatt, Attorney for Debtor

KING & SPENCER, ATTORNEYS
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JACKSON, MS 39205
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CERTIFICATE OF NOTICE

District/off: 0538-3
Case: 08-03423

User: dsawyer
Form ID: pdf012

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 25, 2009

The following entities were noticed by first class mail on Jun 27, 2009.
dbpos +Warehouse 86, LLC, 5 River Bend Place, Ste D, Flowood, MS 39232-7618

The following entities were noticed by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 27, 2009

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.